

## MANAGING GENERAL AGENT AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between **Peoples Choice** (hereinafter referred to as "**COMPANY**"), a d/b/a of Legal Club Financial Corporation, Florida corporation having its principal office location at 8551 W. Sunrise Boulevard, Suite 105, Plantation, Florida 33322; and \_\_\_\_\_ (hereinafter referred to as "**AGENT**"), having its corporate headquarters located at \_\_\_\_\_.

**COMPANY** wishes to market voluntary benefits by payroll deduction to employees in the workplace (the "Business"), and the parties have agreed upon the terms under which **AGENT** shall do so on **COMPANY**'s behalf, all as set forth below.

**NOW, THEREFORE**, for good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **AGENT** agrees to use its best efforts to market and sell **COMPANY**'s platform of voluntary benefits during the Term to employees by payroll deduction in the workplace. The **COMPANY** shall set the terms for all such marketing, which may include any and all terms of purchase for its line of benefits by end consumers ("Customers"). **COMPANY** does and shall continue to market such benefits by itself and through other parties, and **AGENT** does not have any exclusive marketing rights or any exclusive territory.
2. **AGENT** is an independent contractor of **COMPANY**, and is solely responsible for the time, manner and place of performance of its duties under this Agreement, and for all taxes imposed on sums receivable by it hereunder.
3. **AGENT** shall continuously appoint (by notice to the **COMPANY**) a representative to act as liaison to **COMPANY**; initially, this shall be \_\_\_\_\_. **AGENT** shall not change this liaison without prompt notice to the **COMPANY**.

### **TERM**

4. The term of this Agreement ("Term") shall commence on the date hereof and shall continue for two (2) years, subject to automatic renewals of the Term for successive two year periods, unless either party terminates the Term by giving the other party written notice of said termination at least sixty days prior to the desired termination date. The Term may also be terminated by either party in the event of a material default hereunder by the other party, which default is not cured within thirty (30) days after notice of the default is given by the party seeking to terminate the Term. Each party shall remain liable for any amounts due or accrued (including damages for breach of covenants) as of the effective date of termination of the Term, and under all covenants herein that expressly survive termination of the Term.

## **MARKETING and COMPENSATION**

5. **AGENT** shall conduct marketing programs targeting their agent base and the general public to market and promote **COMPANY's** platform to employees, in the workplace, using payroll deduction as the method of payment.
6. Currently, **COMPANY's** platform of benefit products includes a computer purchase program, a cruise vacation benefit, and the Legal Club of America legal service plan benefits. This Agreement shall include the computer purchase program and the cruise vacation benefit. All marketing of the Legal Club of America legal services plans must be done in accordance with a separate and distinct Agency Agreement. In the event that **COMPANY** shall increase its benefit product line and **AGENT** desires to sell such additional products, an addendum to this Agreement shall be agreed to between the parties concerning any such product and attached hereto.
7. **AGENT** is responsible for all costs and expenses incurred in connection with said marketing program.
8. **AGENT** shall comply with all laws and regulations applicable to its marketing, advertising, collection and other efforts hereunder, and with **COMPANY's** policies as it reasonably promulgates from time to time, including but not limited to policies applicable to marketing efforts, advertising, collections and other matters.
9. **COMPANY** shall review all marketing materials prior to their use or dissemination and **COMPANY** shall have final approval for any and all marketing materials regardless of the marketing technique used.
10. **AGENT** shall receive commission for products marketed and sold to consumers in accordance with this Schedule A, attached hereto and incorporated herein by this reference. A completed transaction requires that the Customer has accepted the delivery of the product (if product is a computer or computer related item), the time to reject such product for full refund has expired, and the Customer has begun making payments therefor by payroll deduction.
11. All commissions shall be payable by **COMPANY** upon collection and clearance of funds. Said commission shall be **AGENT's** exclusive compensation for its fees and costs of marketing such products, and **AGENT** shall pay therefrom all costs **AGENT** and its employees or agents incur in the connection with such marketing.
12. Product pricing, availability and commissions are subject to change with notification by **COMPANY** to **AGENT**. Notification of such changes may be made via publication on the company's website or any other form of electronic or written notification. Any such changes will be for future sales and shall not affect sales retroactively.

13. In situations where **COMPANY** shall incur special marketing costs on behalf of **AGENT** such as in-house marketing, follow up calls, mailings, etc., **COMPANY** reserves the right to adjust commission levels accordingly on a case by case basis. Both parties shall agree to any adjustments prior to the commencement of such marketing efforts.
14. Any and all charge back commissions due to product rejections, cancellations, or otherwise shall be placed back to **AGENT**'s account for correction in the following compensation term. Should a dispute between one or more agents arise regarding commissions, **COMPANY** shall investigate all claims and shall determine who is deserving of said commission(s). **COMPANY**'s decision is final and binding. **COMPANY** shall recognize all authentic and supported agent of record letters submitted by **AGENT** and others so situated on a "first in" basis.

### **CUSTOMER SERVICE**

15. **COMPANY** shall provide ongoing customer service to all potential and actual Customers procured or solicited through the efforts of **AGENT** on weekdays from nine o'clock a.m. (9:00 a.m.) until eight o'clock p.m. (8:00 p.m.) EST, holidays excluded; provided that certain Customer inquiries will be directed to technical or reservations support in accordance with the product service and support guidelines included with each product.

### **COVENANTS and WARRANTIES**

16. The parties hereto acknowledge that each will receive, during the Term, access to confidential information and trade secrets of the other party during the Term of this Agreement, and that each party has developed the same including but not limited to Product specifications and procurement, terms for marketing, leasing and selling Products, pricing information, marketing techniques, and other material and information developed or acquired by either party in connection with this Agreement (collectively, and whether or not the same qualifies as a trade secret, "Confidential Information"). Each party acknowledges that the Confidential Information of the other was developed at considerable expense and gives each party a significant competitive advantage, and that each party has a legitimate business interest in protecting its Confidential Information from disclosure or use.
17. Each party acknowledges and agrees that the Confidential Information is confidential and proprietary to the party that owns the same. Accordingly, each party agrees not to disseminate or use any Confidential Information of the other party for any purpose except as expressly authorized in this Agreement, whether during or after the termination of the Term within the geographical scope of the United States of America (the "Territory").
18. **AGENT** agrees that the **COMPANY**'s Confidential Information includes its methods and business practices of relating to the Business. In order to protect this Confidential Information, and because allowing **AGENT** to profit therefrom would give it an unreasonable competitive advantage, **AGENT** agrees, during the Term and for one (1) year after any termination thereof, not to participate in any capacity (as an investor, consultant, provider of financing, marketing

support or assistance, or otherwise) with any party that is conducting the Business within the Territory.

19. **COMPANY** and **AGENT** declare that the territorial and time limitations, stated in Paragraphs 16, 17 and 18 above, are reasonable and properly required for the adequate protection of the business of **COMPANY** and **AGENT**. In the event that any of the territorial or time limitations are deemed to be unreasonable by a court of competent jurisdiction, then all parties agree and submit to the reduction of either the territorial or time limitation as the court deems reasonable.
20. Each party acknowledges that any breach (or threatened breach) of any of the provisions of paragraphs 16, 17 or 18 would irreparably injure the other, and that such injuries could not be adequately remedied by monetary damages alone. Accordingly, each party agrees that these covenants may be enforced by injunction against any breach or threatened breach, without waiving or affecting any claim for damages or other relief.
21. Each party Agrees to conduct its business and obligations hereunder in compliance with all Federal, State and Local laws and ordinances.
22. Each party agrees to indemnify and hold the other harmless with respect to any and all losses, damages or expenses (including reasonable attorney's fees) which either party shall sustain as a result of the inaccuracy or breach of the other party's representations, warranties, covenants or agreements in this Agreement, or the acts, errors or omissions of the other party in carrying out the responsibilities in this Agreement.

### **MISCELLANEOUS**

23. The parties agree that this Agreement shall be subject to and governed by the laws of the State of Florida. Venue shall remain in Broward County, Florida.
24. The parties hereby agree if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
25. The parties hereby agree that in any suit, action or proceeding arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and disbursements incurred by such party in connection therewith, including but not limited to fees and disbursements in administrative, regulatory, bankruptcy and appellate proceedings.
26. This Agreement cannot be modified or terminated orally or by course of conduct or dealing and any modification and waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breaches of the same or similar nature.
27. The parties hereby agree that this Agreement contains the entire understanding and all of the

representations, covenants, warranties or undertakings of the parties regarding the subject matter hereof.

28. This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their respective successors and assigns.
29. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and may be delivered by facsimile; facsimile signatures shall have the force and effect of original signatures.
30. All notices required or allowed hereunder shall be in writing and shall be deemed given upon (1) hand delivery or (2) deposit of same in the United States Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the party for whom intended at the address listed in the first page hereof, or such other address as is most recently noticed for such party.
31. All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the text requires.
32. Each party represents and warrants to the other as follows:
  - (a) the execution, delivery and performance of this Agreement (1) has been duly authorized by all necessary or appropriate acts or proceedings, corporate or otherwise; (2) does not violate or conflict with any provision of its respective Articles of Incorporation, By-Laws, or standing resolutions; and (3) does not violate or result in a breach or default (with the giving of notice, the passage of time, or otherwise) under any contract, understanding, judgment, order, writ, law, or regulation that is applicable to the representing party or its assets.
  - (b) this Agreement is the valid, legal and binding obligation and Agreement of the representing party, and is enforceable against it in accordance with its terms
  - (c) each representing party is a duly organized and validly existing corporation, in good standing in the respective jurisdiction of its incorporation.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered in the manner prescribed by law on the date first written above.

**BY:** \_\_\_\_\_  
**ATTEST**

**BY:** \_\_\_\_\_  
**AGENT**

**BY:** \_\_\_\_\_  
**Print Name / Title**

**BY:** \_\_\_\_\_  
**ATTEST**

**BY:** \_\_\_\_\_  
**PEOPLES CHOICE**

**SCHEDULE A  
COMMISSION SCHEDULE**

**COMPUTER COMMISSIONS**

The commission percentage for the sale of all computers and computer-related products is as follows:

TIER 1 Sales Commission -

TIER 2 Sales Commission –

TIER 3 – Sales Commission –

**CRUISE VACATION COMMISSIONS**

The commission percentage for the sale of all cruise vacations shall be \_\_\_\_\_ per cabin.

All commissions for these sales shall be paid when each cabin is booked, confirmed, and paid for by the consumer.